

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 10	
2. Amendment/Modification No. P00018		3. Effective Date 2003APR11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ALEB BARBARA PETERSON (586)574-7049 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PETERSOB@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA BALTIMORE 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299		Code S2101A	
				SCD C PAS NONE ADP PT HQ0338			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) Z SYSTEMS CORPORATION 9500 ARENA DRIVE SUITE 220 LARGO MD 20774 TYPE BUSINESS: Small Disadvantaged Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-M021	
Code 1BHV9 Facility Code				<input type="checkbox"/>		10B. Dated (See Item 13) 2000MAY12	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: 6							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) EXERCISE OF OPTION							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) STANLEY T. KULCZYCKI KULCZYCS@TACOM.ARMY.MIL (586)574-7004			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003APR11	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 2 of 10
	PIIN/SIIN DAAE07-00-C-M021MOD/AMD P00018	
Name of Offeror or Contractor: Z SYSTEMS CORPORATION		

SECTION A - SUPPLEMENTAL INFORMATION

CONTRACT: DAAE07-00-C-M021

MODIFICATION: P00018 (TPF for PM BRIDGING)

PROGRAM: TOTAL PACKAGE FIELDING (TPF) Bradley, M113, M88, M9ACE, & PM Bridging

1. The purpose of this Modification P00018 to Contract DAAE07-00-C-M021 is to exercise an option for 1,200 hours pursuant to Special Provision H.17.

2. This modification impacts the contract amount. For funding, administrative and page substitution purposes, this modification follows prior modification P00013. This modification increases the funding for CLIN 0002 and increases the total contract amount by \$51,072.00 from the prior amount of \$4,903,010.74 to a new total amount of \$4,954,082.74.

	<u>Prior</u>	<u>This Change</u>	<u>Total</u>
Estimated Cost	\$4,626,895.20	\$ 48,180.00	\$4,675,075.20
Fixed Fee	<u>\$ 276,115.54</u>	<u>\$ 2,892.00</u>	<u>\$ 279,007.54</u>
Cost Plus Fixed Fee	\$4,903,010.74	\$ 51,072.00	\$4,954,082.74

3. This modification acquires man-hours of support to accomplish Total Package Fielding Support (TPF) effort the PM Bridging effort specifically for the (Improved Ribbon Bridge, and Dry Support Bridge, under Section C,C-2-27. The scope of work (SOW)for PM Bridging, under this cite, C-2-27 is as follows:

The contractor shall provide Total Packaging Fielding (TPF) support for Bridging programs (Improved Ribbon Bridge, Dry Support Bridge, .

4. As a result of Paragraph 4 above, and in accordance with Work Directive (WD) BRDG 02-01, Rev.01 Z Systems is hereby authorized to complete TPF requirements as defined in Section "C-2 through C-2-25 and C-2-27".

The objective of the WD is to provide Total Package Fielding (TPF) support for Bridging programs (Improved Ribbon Bridge, Dry Support Bridge, Rapidly Emplaced Bridge System, and Bridge Erection Boat) and will include, but not be limited to providing Program Management, Administrative and Technical Data Processing and Programming Support, and other technical support.

5. This modification serves as written notice pursuant to Special Provision H 17, that the Government is acquiring and additional 1,200 man hours of Total Package Fielding Support. These hours are being acquired under the following SUBCLIN:

SubCLIN	<u>Prior</u>	<u>This Change</u>	<u>Total</u>
0006AC	0	600	600
0006AD	0	600	600
TOTAL	0	1,200	1,200

6. Special Provisions B-2-2 and H.17 allows the Government to add man hours provided:

- Such hours do not exceed a cumulative maximum of 102,000.
- The hourly cost and fixed fee is appropriate to the estimated cost and fixed fee(s) established for the entire 102,000 man hours.
- The option is exercised prior to 18 Oct 2005.

7. This action is exercising the following option for 1,200 hours, at \$42.56 per hour, with hourly Rates based on the following:

a. Estimated Cost	1,200 hours x \$40.15	=	\$ 48,180.00
b. Fixed Fee	1,200 hours x \$ 2.41	=	<u>\$ 2,892.00</u>
c. CPFF			\$ 51,072.00

8. The parties to this agreement acknowledge that the contract is changed as set forth below:

- Paragraph H.17 is revised to reflect the updated data and SubCLIN 0006AC and SubCLIN 0006AD are added.
- SubCLIN 0006AC is added for 600 hours of TPF effort to support Improved Ribbon Bridge.
- SubCLIN 0006AD is added for 600 hours of TPF effort to support Dry Support Bridge.
- Section G is revised to add the appropriation and administrative data for this action.

9. Except as provided herein, all other terms and or conditions of this contract shall remain unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018	Page 3 of 10
--------------------	--	--------------

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AC	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: DSB - TPF PRON: PL36K1072T PRON AMD: 02 ACRN: AS AMS CD: 53152831116</p> <p>TOTAL PACKAGE FIELDING FOR PM BRIDGING - DRY SUPPORT BRIDGE (DSB) INCLUDING COSTS FOR MATERIALS AND TRAVEL. THIS EFFORT IS ACCOMPLISHED UNDER WORK DIRECTIVE BRDG 02-01 Rev. 1</p> <p>NOUN: CONTRACTOR SHALL FURNISH ALL THE SUPPLIES AND SERVICES TO ACCOMPLISH THE TASK SPECIFIED IN SECTION C "SCOPE OF WORK", AND AS AMENDED.</p> <p>LEVEL OF EFFORT: 600 HOURS (OPTION TIME PERIOD) 01 Nov 2002 - 31 Oct 2003 25 TO 36 MONTHS AFTER ORIGINAL AWARD</p> <p>REFERENCE CONTRACT CLAUSE H-17</p> <p>PRIOR M113 OPTION HOURS REMAINING (10,000 HOURS ALLOCATED TO PM BRIDGING) 73,365</p> <p>OPTION HOURS THIS ACTION (600)</p> <p>TOTAL M113 OPTION HOURS REMAINING 72,765 (8,110 HOURS REMAINING FOR PM BRIDGING)</p> <p>600 Hours x \$42.56 \$ 25,536.00</p> <p>TOTAL ESTIMATED COST \$ 24,090.00 FIXED FEE \$ 1,446.00 TOTAL COST \$ 25,536.00</p> <p>MODIFICATION: P00018</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2005</p> <p>\$ 25,536.00</p>				\$ 25,536.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018	Page 4 of 10
--------------------	--	--------------

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AD	<p><u>SERVICES LINE ITEM</u></p> <p>NOUN: IRB - TPF PRON: P136K1082T PRON AMD: 02 ACRN: AT AMS CD: 53153542117</p> <p>TOTAL PACKAGE FIELDING FOR PM BRIDGING - IMPROVED RIBBON BRIDGE (IRB). THIS EFFORT IS ACCOMPLISHED UNDER WORK DIRECTIVE BRDG 02-01,Rev.1 INCLUDING COSTS FOR MATERIALS AND TRAVEL.</p> <p>NOUN: CONTRACTOR SHALL FURNISH ALL THE SUPPLIES AND SERVICES TO ACCOMPLISH THE TASK SPECIFIED IN SECTION C "SCOPE OF WORK", AND AS AMENDED.</p> <p>LEVEL OF EFFORT: 600 HOURS (OPTION TIME PERIOD) 01 Nov 2002 - 31 Oct 2003 25 TO 36 MONTHS AFTER ORIGINAL AWARD</p> <p>REFERENCE CONTRACT CLAUSE H-17</p> <p>PRIOR M113 OPTION HOURS REMAINING (10,000 HOURS ALLOCATED TO PM BRIDGING) 72,765</p> <p>OPTION HOURS THIS ACTION (600)</p> <p>TOTAL M113 OPTION HOURS REMAINING 72,165 (8,110 HOURS REMAINING FOR PM BRIDGING)</p> <p>600 Hours x \$42.56 \$ 25,536.00</p> <p>TOTAL ESTIMATED COST \$ 24,090.00 FIXED FEE \$ 1,446.00 TOTAL COST \$ 25,536.00</p> <p>MODIFICATION: P00018</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 30-SEP-2005</p> <p>\$ 25,536.00</p>				\$ 25,536.00

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018</p>	<p style="text-align: center;">Page 5 of 10</p>
--	---	--

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-2 TOTAL PACKAGE FIELDING (TPF) Scope of Work

C-2-1 Objective

The purpose of this effort is to provide a Total Package Fielding (TPF) activity to insure complete initial sustainment capability and customer satisfaction at the time of formal handoff of new weapon systems. While weapon systems vastly improve the Army's fighting capability, the introduction of such sophisticated technology creates some logistics problems. One of these is how to put a fully supportable system into the hands of the using unit with minimal disruption of that unit's day-to-day mission. When you consider the range and quantity of logistics support required, including auxiliary vehicles, spare parts, test and support equipment, vehicles, and technical manuals--all of which are often stored or manufactured at widely scattered sites--the difficulty of getting it to the unit at the same time as the weapon systems is obvious. Total Package Fielding (TPF) has been developed by the Army to manage this fielding process. TPF minimizes the workload of the gaining unit by gathering the end item and all required support into a single package, which is identified, assembled, funded, and deprocessed by the material developer. Those weapon systems involved under this effort will be the M2/3 Bradley Fighting Vehicle Systems and derivative vehicles, the M113 family of vehicles and the M88A2 Hercules. Vehicle Deprocessing will not be performed on the Bradley Fighting Vehicle Systems and derivative vehicles.

C-2-2 General

C-2-2-1 All work under this contract shall be performed only to the extent authorized by discrete Work Directives that have been approved by the Contracting Officer.

C-2-2-2 The Contractor shall manage and control the resources necessary to ensure timely achievement of all of the requirements of this contract in the most economical manner possible. During the period of performance of the contract, close coordination and liaison shall be maintained with the Government. The Contractor shall communicate telephonically and electronically with the Government Contracting Officer's Representative, Functional Technical Representative, Program Management (PM) Logistics, Commodity Business Unit, Materiel Fielding Team and depot/storage site Unit Materiel Fielding Point (UMFP) personnel. The Contractor shall have the ability to deliver and retrieve fielding related documents to and from TACOM sites. The Contractor shall attend meetings with PM representatives.

C-2-2-3 The Contractor, as an independent Contractor, and not as an agent of the Government, for the level of effort specified for this contract shall provide all necessary personnel, facilities, materials and services to perform the specific work and services required by individual Work Directives.

C-2-3 The Contractor shall develop and maintain a Materiel Requirements List (MRL), in accordance with AR 700-142 and DA PAM 700-142, for each fielding that will identify each gaining unit's requirements for the following categories:

- a. End items.
- b. Associated Support Items of Equipment (ASIOE).
- c. Special Tools and Test Equipment (STTE) and Test Program Sets (TPS).
- d. Direct Support Level Initial Issue Spare/Repair Parts, Authorized Stockage List (ASL).
- e. Technical Manuals and Publications.
- f. Caretaker Stocks.

C-2-3-1 Using the Mission Support Plan provided by the Gaining Command (GC) or support information obtained from other sources, the Contractor shall prepare and submit to the appropriate Program Executive Office/Program Manager Functional Technical Representative (PEO/PM FTR) an initial draft MRL. After review by the FTR the draft MRL will be provided to the GC approximately 360 days prior to each fielding. The MRL shall be updated using further information provided by the GC or from other sources with a final draft being presented to the GC and appropriate PEO/PM FTR approximately 250 days prior to each fielding. The Contractor will conduct an MLR review with GC approximately 210 days prior to fielding to obtain results for Final MRL. The Final MRL will be submitted to the appropriate PEO/PM FTR.

C-2-4 Concurrently with Final MRL submission for each vehicle system, the Contractor shall supply a Fielding Requirements (FRET) database updates electronically via Internet to AMSTA-LC-CIPR to make required changes to the FRET and execute the requisitioning and/or ordering processes for all initial issue support items. The Contracting Officer's Representative (COR) shall provide the Contractor access into the Commodity Command Standard System (CCSS) for FRET update cycles. The Contractor shall also have direct access to obtain FRET data produced.

C-2-5 The Contractor shall maintain existing ASL and tailor them based on user feedback, test experience, and indications of usage to the managing PEO/PM FTR. Otherwise new Support List Allowance Cards (SLAC) decks will be generated and provided to the appropriate PEO/PM FTR for end items and support equipment based on fielding density by requesting and obtaining from the managing Material Support Commands.

C-2-6 Prior to dropping requisitions into the CCSS, the Contractor shall supply the package cost to the appropriate PEO/PM FTR using current pricing information and ensuring that appropriate funding is in place.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018	Page 6 of 10
Name of Offeror or Contractor: Z SYSTEMS CORPORATION		

C-2-7 The Contractor shall establish a United States Army Publishing Agency (USAPA) publication account and a system to provide a starter set of all publications listed in the MRL at the time of hand-off to the GC. The Contractor shall provide USAPA an annual forecast of publication requirements.

C-2-7-1 The Contractor shall receive, maintain and issue pre-USAPA printed publications when not available from the standard USAPA system to support fielding.

C-2-8 The Contractor shall track status of all items required per the final MRL by using all available sources and provide status to the appropriate PEO/PM FTR.

C-2-8-1 Create First Unit Equipped (FUE) 60-90 day assessment reports in accordance with AR-700-142 and submit to the appropriate PEO/PM FTR.

C-2-8-2 Prepare Call Forward requests as required by milestones established in AR 700-142 and submit to the appropriate PEO/PM FTR.

C-2-8-3 Using weight/cube data from the depots, the Contractor shall supply the Depot Workload Report as prescribed in AR 700-142 and submit to the appropriate PEO/PM FTR.

C-2-8-4 The Contractor shall request shipment of and track Special Tools and Test Equipment (STTE) from the depot of origin or source of supply to the hand-off point.

C-2-9 The Contractor shall accomplish the inventory of the end item and all TPF material at the hand-off point.

C-2-9-1 The Contractor shall provide on a monthly basis a list of shortages and applicable Reports of Discrepancy (ROD) for all TPF material. This is to include Components of End Item (COEI) and Basic Issue Items (BII). The Reports of Discrepancy shall be sent to the cognizant PEO/PMO FTR and Material Fielding Team (MFT) Chief. Contractor shall pursue issue of shortage items from their source of supply until hand off to the gaining unit.

C-2-10 The Contractor shall obtain BII assembly order information and determine vehicles on which BII from that assembly order is over packed to track and report on anticipated shortages.

C-2-11 The Contractor shall participate in the joint inventory of the TPF items to provide a hand-off checklist, Fielding After Action Reports, ROD, Quality Deficiency Report (QDR), as well as a record of all serial numbered items to the GC and the appropriate PEO/PM FTR. The Contractor shall provide notice to the gaining unit when the expected hand-off is to occur. This will allow the gaining unit to participate in the inventory of the initial issue items at time of fielding if they want to participate.

C-2-11-1 The draft Fielding After Action Report shall be made available within one week after fielding for review by the appropriate PEO/PM FTR.

C-2-11-2 A Final After Action Report shall be provided within sixty (60) days after each fielding to the GC and the appropriate PEO/PM FTR.

C-2-12 The Contractor shall maintain a database, whereby major serial numbered items can be easily traced to receiving unit, and provide serial number information to the appropriate PEO/PM FTR upon request within 24 hours. This database shall contain, as a minimum, the serial number, receiving unit's DODAAC, model number and registration number of each major item

C-2-13 At the time of hand-off, the Contractor will provide, in accordance with DA PAM 700-142, documentation to the gaining unit for proper posting of customer documentation for materiel that was issued. This customer documentation shall be provided to the GC at the time of the joint inventory and in a media that is compatible with the gaining unit's computer/automated system.

C-2-14 The Contractor shall assure that all items requisitioned are closed out. The Contractor shall make sure that the CCSS records accurately reflect that items have been requisitioned, the billing action to repay AWCF complete, items were shipped and received, and a history established with no erroneous information.

C-2-15 At the time of hand-off, the Contractor will formally transfer accountability of all materiel, in accordance with AR 710-2, by requiring the Gaining Unit's Property Book Officer to sign appropriate documentation.

C-2-16 The Contractor shall also provide the above effort for building, tracking and hand-off of tailored packages for Army Prepositioned Stock (APS), Regional Training Site-Maintenance (RTS-M) equipment, Training Bases and Readiness initiatives for previously fielded systems.

C-2-16-1 Included in these tailored packages may also be any items that were unavailable at the time of the initial fielding but become available at a later date.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018</p>	<p align="center">Page 7 of 10</p>
---	---	--

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

C-2-17 The Contractor shall maintain an automated historical database of all information required carrying out the TPF process. The data shall be maintained for the duration of the Contract with final disposition to be determined by the PCO.

C-2-18 The Contractor shall be required to conduct periodic meetings of all open, past and ongoing actions with the FTR. The Contractor shall address, as a minimum, the following: Schedule of fielding, money that remains under the WD, status of open--ongoing--past actions that they are performing.

C-2-19 The Contractor shall provide personnel and equipment in Government provided facilities, at Ft. Carson and Ft. Hood in order to receive, organize, repackage and ship initial issue support items requisitioned or ordered from various sources of supply.

C-2-19-1 The area at Ft. Carson consists of about 1/4 acre of land that is completely enclosed within a chain link fence which is further enclosed within another chain link fence. In the area is a 60 x 100 metal building used for storage and maintenance. Hard stands are near the building. Within the area are from 5 to 10 CONEXes (30x10x10 trailers with our wheels) that are available for use. There is water, power and heat available.

C-2-19-2 This area consists of about 1/2 acre of land that is completely enclosed within a chain link fence. In the area is a 50 x 100 metal building used for storage and maintenance. The building contains an overhead crane. Hard stands are near the building. There is water, power and heat available.

C-2-20 The Contractor may serve as the Materiel Fielding Team (MFT) Chief. The MFT Chief shall be responsible for coordinating handoff activity with the Gaining Unit Representatives prior to and during vehicle deprocessing leading up to formal handoff. Actions include ensuring that handoff team requirements for facilities are identified in a Detailed Fielding Agreement (DFA) and coordinating vehicle deprocessing activity through the use of mechanics and Gaining Unit augmentees.

C-2-21 The Contractor may be required to provide a vehicle mechanic. The mechanic shall serve as a member of the MFT. The mechanic shall perform deprocessing actions to include installation of overpacked items, correction of transit damage, -10/-20 PMCS checks and maintenance actions required to make the vehicle totally operational prior to formal handoff or be used to apply field level modifications.

C-2-22 The Contractor shall prepare and submit reports (CDRL A002) as directed by the individual Work Directive and milestone chart indicating what work has been accomplished relating to each TPF fielding. Explain any significant delays or problems encountered and corrective action(s) taken or recommended. This report should also list all trips made during the reporting period and any upcoming trips during the next reporting period, to include the objective of the travel. The report should identify the fielding locations, vehicle quantities, dates for deprocessing and handoff, and for submittal of Final After Action Reports for all fielding completed IAW the contract. The report shall be provided to the appropriate PM/PEO FTR. Contractors format is acceptable upon initial approval of the FTR.

C-2-23 The Contractor shall prepare and submit reports(CDRL A001) as directed by the individual Work Directive reflecting cost and performance data for each weapon system. This report should identify the Work Directive and respective CLIN. It should include monthly man-hours expended, monthly funding expended and remaining hours and funds to date. Also include Contractor's cost elements. These elements as a minimum should include both direct and indirect costs such as: materials, travel, miscellaneous other direct costs and overheads. The reports should be submitted to the PCO and appropriate PEO/PM FTR. Contractors format is acceptable upon initial approval of the FTR.

C-2-24 The Contractor shall use computer software, which is compatible with the software and hardware utilized by the Government to the extent necessary to ensure adequate and efficient exchange of data. Data should be submitted electronically as much as possible. The Government is running the Microsoft Office 97 Professional suite. Data submitted in response to a Contract Data Requirements List (CDRL) shall be compatible with this Office Suite. Proper E-Mail address will be provided with each Work Directive listed in the CDRL or listed in the Contract.

C-2-25 SECURITY:
The contractor will provide whatever security paperwork is needed to get their employees a favorable investigation so that they can access government computers.

C-2-26 RESERVED

C-2-27 SOW for PM Bridging:
The contractor shall provide Total Package Fielding (TPF) support for Bridging programs (Improved Ribbon Bridge, Dry Support Bridge, Rapidly Emplaced Bridge System, and Bridge Erection Boat) and will include, but not be limited to providing Program Management, Administrative and Technical Data Processing and Programming Support, and other technical support.

Name of Offeror or Contractor: Z SYSTEMS CORPORATION

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0006AC	P136K1072T	AS	2	\$	0.00	\$	25,536.00	\$ 25,536.00
	53152831116		3ZCB01					
0006AD	P136K1082T	AT	2	\$	0.00	\$	25,536.00	\$ 25,536.00
	53153542117		3ZCB04					
					NET CHANGE	\$	51,072.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION		AMOUNT
Army	AS	21 32035000031C1C05P53152831E1	S2011336K107		W56HZV	\$	25,536.00
Army	AT	21 32035000031C1C05P53153531E1	S2011336K108		W56HZV	\$	25,536.00
					NET CHANGE	\$	51,072.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	4,903,010.74	\$	51,072.00	\$	4,954,082.74

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018	Page 9 of 10
Name of Offeror or Contractor: Z SYSTEMS CORPORATION		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-16 Option, BRADLEY FIGHTING VEHICLE SYSTEM (BFVS)

Pursuant to FAR 52.217-7, the Government shall have the unilateral right to increase the level of System Technical Support for Total Package Fielding under CLIN 0001 by up to 118,000 hours, at the estimated cost per hour to include fixed fee as established in paragraph B-2-1. The Contracting Officer may exercise the options set forth in this paragraph by giving written notice to the Contractor any time after Contract award through the sixtieth month after award. The performance there under to commence immediately upon the issuance of Work Directives corresponding to the increased hours. The CPFF hourly rate established in paragraph B-2-1 for that specific time period shall apply. The option may be exercised in any increment over the time period listed in paragraph B-2-1, but the total hours added to the Contract under the option will not exceed 118,000 hours.

By exercising any portion of the option increment of 118,000 hours, the Government will unilaterally extend the period of performance under CLIN 0001 to allow completion of this effort. The individual Work Directive will also reflect this extension. Any options exercised during the effective period of this contract and not completed within that time period, shall be completed by the contractor within the time specified in the work directive. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that option to the same extent as if the option were completed during the contract's effective period; provided that the Contractor's performance shall not exceed 12 months after the option is exercised.

The number of option hours exercised is 23,000. The number of option hours remaining for exercise is 66,556 hours. The number of hours exercised to date is 51,444 (Modification P00016).

H-17 Option, M113,M9ACE,PM BRIDGING

Pursuant to FAR 52.217-7, the Government shall have the unilateral right to increase the level of System Technical Support for Total Package Fielding under CLIN 0002 by up to 102,000 hours, at the estimated cost per hour to include fixed fee as established in paragraph B-3-1. The Contracting Officer may exercise the options set forth in this paragraph by giving written notice to the Contractor any time after Contract award through the sixtieth month after award. The performance there under to commence immediately upon the issuance of Work Directives corresponding to the increased hours. The CPFF hourly rate established in paragraph B-3-1 for that specific time period shall apply. The option may be exercised in any increment over the time period listed in paragraph B-3-1, but the total hours added to the Contract under the option will not exceed 102,000 hours.

By exercising any portion of the option increment of 102,000 hours, the Government will unilaterally extend the period of performance under CLIN 0002 to allow completion of this effort. The individual Work Directive will also reflect this extension. Any options exercised during the effective period of this contract and not completed within that time period, shall be completed by the contractor within the time specified in the work directive. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that option to the same extent as if the option were completed during the contract's effective period; provided that the Contractor's performance shall not exceed 12 months after the option is exercised.

The number of option hours exercised for this modification is 1,200. The number of option hours remaining for exercise is 72,165 hours. The number of hours exercised to date is 29,835. (Modification P00018)

H-18 Option, HERCULES (M88A2)

Pursuant to FAR 52.217-7, the Government shall have the unilateral right to increase the level of System Technical Support for Total Package Fielding under CLIN 0003 by up to 36,000 hours, at the estimated cost per hour to include fixed fee as established in paragraph B-4-1. The Contracting Officer may exercise the options set forth in this paragraph by giving written notice to the Contractor any time after Contract award through the sixtieth month after award. The performance there under to commence immediately upon the issuance of Work Directives corresponding to the increased hours. The CPFF hourly rate established in paragraph B-4-1 for that specific time period shall apply. The option may be exercised in any increment over the time period listed in paragraph B-4-1, but the total hours added to the Contract under the option will not exceed 36,000 hours.

By exercising any portion of the option increment of 36,000 hours, the Government will unilaterally extend the period of performance under CLIN 0003 to allow completion of this effort. The individual Work Directive will also reflect this extension. Any options exercised during the effective period of this contract and not completed within that time period, shall be completed by the contractor within the time specified in the work directive. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that option to the same extent as if the option were completed during the contract's effective period; provided that the Contractor's performance shall not exceed 12 months after the option is exercised.

The number of option hours exercised is 4,550. The number of option hours remaining for exercise is 27,534 hours. The number of hours exercised to date is 8,466 (Modification P00014).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-C-M021 MOD/AMD P00018	Page 10 of 10
Name of Offeror or Contractor: Z SYSTEMS CORPORATION		

*** END OF NARRATIVE H 001 ***